

Our Standard Terms & Conditions of Business

The following terms of business apply to all contracts between FBS Construction and the addressee. Acceptance of this proposal and commencement of the project will be taken as acceptance of the following terms of business, unless otherwise agreed in writing before commencement of the project, this does not include any wording, or terms set out in any sub contract or purchase orders from the client and these terms will supersede all other terms and prevail in the event of any disputes.

1. Fees & Invoicing

- a. All fees payable to FBS Construction will be invoiced depending on the mutually agreed payment terms which must be agreed by all parties and in writing prior to the commencement of any works and/or the procurement of any associated materials, otherwise the following terms will apply:
 - i. All projects under £1,000.00 will be invoiced on the successful completion of works and will be due 14 days from the date of invoice only.
 - ii. All projects in excess of £1,000.00 will be invoiced as follows:
 1. Pro-forma invoice will be raised on the commencement of works to cover part or the full costs of materials and access equipment, a percentage of the pro-forma invoice is dependent on the size of project and the frequency of material orders delivered to site.
 2. Interim invoices will be raised every 14 days and to the value of works completed to date, this may also include any further material orders over and above the initial cost and not covered by the proforma invoice. These invoices will be due 14 days from the date of invoice only.
 3. Final invoices will only be raised on the successful completion of works and will be due 14 days from invoice date only.
- b. FBS Construction reserves the right to refuse to execute any order or contract if the arrangement for payment of the client's credit is not satisfactory or in circumstances where the client has an insufficient credit limit, listed as high risk and is not willing to pay pro-forma.
- c. The client or an authorised representative must make themselves available to sign off the works, if no representation is available to sign off the works at the time of completion, then the client and FBS Construction will agree by default that all works have been accepted in favour FBS Construction and ready for the final invoices to be submitted. The client will have five working days in which to state in writing any reasons why they do not agree to accept the works.
- d. The payments of each invoice must be promptly paid within the agreed payment terms as set out above.
- e. All payments must be in sterling unless otherwise agreed in writing by FBS Construction, for all non-sterling payments an administration charge will be applicable.
- f. FBS Construction reserves the right to adjust the fees and the date of completion of the project in the event that the scope of works or any associated proposals are altered after the works are commissioned.
- g. All costs submitted within any documents set out by FBS Construction shall clearly display all additions of tax, in circumstances whereby the costs have been submitted without the relevant tax breakdowns, it will be agreed that the costs are exclusive of tax which will then be added at the prevailing rate.
- h. All retentions and contractor discounts must be declared at tender stage for consideration, should any required deductions not be clearly displayed on documentation and presented prior to costs being submitted, then they will not be honoured by FBS Construction.
- i. If additional work, not covered by our quotation, is requested by the client a further quotation will be submitted and the additional work will not be started until the client has placed an order and the FBS Construction has accepted it. FBS Construction shall not be liable for the costs and time incurred if delayed acceptance delays or interrupts the regular progress of the original works.
- j. Minor defects or matters requiring rectification which are covered by any guarantees shall not be considered as reasons for none payment of any balances due, nor do FBS Construction accept any deferred withdrawals, or payment retainers such as retentions on works covered under warranty.
- k. Under the Late Payment of Commercial Debts (Interest) Act 1998 FBS Construction reserves the right to charge interest and compensation at the current statutory rate on any balance's outstanding after the invoice due date and until the debt is settled in full.
- l. All materials delivered to site will remain the property of FBS Construction with title fully vested until the client has paid for the works in full and if the client defaults in respect of any obligations to make payments under the contract FBS Construction may enter the site and repossess and remove the materials until such time as all sums due have been paid in full, even if the materials have been installed, connected or incorporated in the works, in which FBS Construction may dis-install, disconnect and remove the same.

2. Confirmation, Cancellation & Termination

- a. FBS Construction requires written confirmation in the form of a works order, purchase order or a clear written instruction to commence a project. Orders must clearly state the scope of works and the associated costs to be accepted, the client must not attempt to instruct any other member of FBS Construction workforce or sub-contractors and any such attempt shall be of no effect. Once the project has been confirmed, the cancellation charges set out below will apply.
 - i. If the project is cancelled by the client at any time during the project, the client will be liable FBS Construction for any, and all direct and indirect expenses and costs incurred by FBS Construction, its officers, agents, employees or contractors and any loss or earnings or other any loss whatsoever.
 - ii. Once the client and FBS Construction have entered a contract, a written request to cancel any works must be made by the client and accepted by FBS Construction no later than 5 working days before the project is due to commence, the client will be liable for any, and all direct and indirect costs incurred by FBS Construction.
 - iii. Either party may terminate this agreement at any time by written notice to the other if the other goes into liquidation, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed over all or part of its business.

- iv. Any fees quoted are estimated according to specific project requirements, the agreed timescales and any assumptions detailed in the proposal. If the timescales, project objectives or requirements or the assumptions on which the quote is based change in anyway, FBS Construction reserves the right to review the agreed fee and charge for:

1. any additional work that has resulted from the said changes, FBS Construction shall not be liable for the costs and time incurred if delayed acceptance delays or interrupts the regular progress of the original works,
2. any variance in cost that has resulted in items being omitted from the scope of works that may have subsidised other items within the works package,
3. damage caused by other trades outside of our control, we shall hold the client liable for the cost of any repair or replacement.
- v. Any dates of commencement and completion of works are offered in good faith and are based on the position at the date of order. These are not guaranteed and could be subject to delays because of strikes, weather, accidents, government direction, force majeure, mechanical breakdowns, unavailability of materials and parts or other causes beyond the Company's control. FBS Construction will make all reasonable endeavors to start and complete work by the dates given but will not accept any liability for any delay or accept any form of liquid damages for any external works that are governed by atmospheric conditions and that are beyond reasonable control.
- vi. Our working hours (fully operational) are typically between 08:00 and 16:00 Monday to Friday dependent on travel arrangements (Excluding bank holidays).
- vii. All changes or additions to the project must be agreed in writing by FBS Construction.

3. Site Information & Preparations

- a. Duty holders of all non-domestic properties within the UK must establish an asbestos register and a management plan. The definition of "non-domestic" is "a property or structure (commercial, domestic or residential) where work is carried out" the obligation of the duty holder is that such operatives are not exposed to any asbestos based materials during the course of the work, the Asbestos Register states the presence or non-presence of asbestos related to the inside and outside of the structure. Before any works commences the client must declare all of the relevant information in regard to asbestos on site.
- b. The client will be responsible for ensuring that the site is safe for FBS Construction and its sub-contractors to carry out the works and that it contains no hazards or dangerous features which were not disclosed by the client or reasonably apparent to FBS Construction on inspection of the site prior to the issue of any proposals.
- c. FBS Construction assume that the client has made all the relevant preparations and sequence programming in regard to ensuring that all areas are ready for our works to commence on the date agreed, this should include:
 - i. a nominated individual with authority to deal with FBS Construction and to give binding authorisations on behalf of the client,
 - ii. unrestricted access to the site during normal working hours and wherever practical (if requested by FBS Construction) overnight and at weekends and will not without good cause interfere or hinder the progress of the works,
 - iii. the means of entry and exit to the working area, must be, as far as reasonably practicable, safe and without risks to health,
 - iv. access to welfare facilities, on-site parking and available on-site services, such as mains electricity and a water supply to be used without charge,
 - v. all and any materials being supplied by the client are readily available on site and without delay, on the exact date and time requested to ensure the commencement or continuation of works to programme,
 - vi. unrestricted access to the work areas and removal of all fixtures, fittings and general obstacles that could prevent or delay our works,
 - vii. sequence programming diligently implemented on site, ensuring that no other trades bring disruption to our sequence of works,
 - viii. operatives booked in to the relevant inductions on the date of commencement and that the inductions take place accordingly, any delays in inductions or any additional training, lengthy, extended induction programs that exceed 1 hour without prior notice will be calculated as down time and charged accordingly,
 - ix. the client's responsibility for obtaining (if applicable) at its own cost and in a timely fashion so as not to delay or interrupt the regular progress of the works any consent, permission or approval from any landlord or required under planning law, or any bye-law, statutory instrument or regulation. Similarly, the client will be responsible for the professional charges of any necessary specialist service that may be required, e.g. structural calculations or architect's drawings.

Should teams face any delays due to lack of preparations or access to any of the work areas, then costs for any downtime or delays will be charged at an hourly rate of £40.00 +VAT per operative.

- d. FBS Construction Ltd will contact the client if bad weather is forecast or present on all external projects with a view to removing labour from site if we feel productivity may be reduced. If the client requests to keep labour on site and against any advice given, then any downtime due to bad weather will be charged at an hourly rate of £40.00 +VAT per operative and added as a variation over and above the fixed costs agreed.
- e. All standard typical project documentation such site-specific risk assessments, method statements and any others requested will be produced and submitted to the client in good time by FBS Construction for approval. Once instructed by the client to attend site and unless told otherwise in writing, we will assume that all documentation has been received and approved ready for our arrival on site. Once works have commenced and then put on hold or delayed to make further unforeseen amendments to the documents submitted, and without the scope of works changing or for reasons whereby the client or end-client have not shown due-diligence around the approval of works, then our standard down time charges will be applicable for such periods.

f. The client will be responsible for receiving, unloading and safe-keeping of materials and equipment delivered prior to commencement of the works and will (unless specifically agreed otherwise by FBS Construction) provide suitable protective storage for valuable and perishable items. FBS Construction will take all reasonable precautions to prevent theft of, or damage to, materials and equipment when not on site.

4. Working Practices & Quality Control

a. Cladding & Roof Coating Works in General:

i. Surveys & Due Diligence

1. FBS Construction recommend that a full in-depth roof survey and a detailed schedule of condition be carried out by a qualified independent third party prior to the works commencing, this is to ensure that any potential issues are recorded, and a full relevant scope of works are produced in advance for tendering. This should also record any existing water ingress from the roof and gutters and recommendations for remediation if applicable.

2. Unless specifically agreed in writing FBS Construction will not carry out any form of design for any works. Insofar as FBS Construction will use best endeavours to comply with current legislation, Building Regulations and best practice, no warranty or other liability on the part of FBS Construction shall be created or implied in regard to the suitability or fitness for purpose of components or systems recommended or any calculations undertaken.

3. Surveyors have made the specification of materials in the quotation as comprehensive as allowed by information received from the client and/or by the available access but has not stripped materials or taken core samples. FBS Construction will not be liable if the condition of the substructure dictates increased costs of labour and/or materials, and/or additional work.

4. In circumstances whereby tenders have been submitted and FBS Construction have not attended site to survey the works, or whereby FBS Construction have attended site but not been able to physically access areas such as the roof due to lack of access or safety reasons, then the following will apply:

a. Standard systems will be costed without the requirements for additional primers, parts or any additional unforeseen works,

b. measurements and other details may be taken from aerial images via applications such as Google Earth, if remotely priced in this fashion, then all costs are supplied in good faith as estimates pending final confirmation or confirmation post site survey.

ii. Samples & Benchmarking

1. FBS Construction may offer samples to demonstrate, preparations, application, composition and general appearance of proposed systems. The products will be applied or installed in the way that FBS Construction considers most suitable. Under our policy of continuous improvements, we reserve the right to make any necessary modifications without notice.

2. All samples completed will be presented as a benchmark for client approval, however dependant on the size of the area, the substrates may vary from the exact location in which the sample was carried out. In any case whereby FBS Construction feel that this may be an issue, the client will be notified, and consultation will be offered to address the said issues and any additional costs submitted.

iii. Substrate Preparations

1. Pressure cleaning works are undertaken and vary depending on the condition of the substrates on each individual building, whether chemical or bio degradable cleaners are required and what level of regulated pressure is needed to remove lichen, mould, atmospheric staining and general films. Pressures are regulated to prevent the removal of any existing protective properties to the coatings but may also remove the surface oils within the composition of the coatings. All cleaning works are carried out to improve the aesthetics of the substrate to a limited new-like condition only, this type of cleaning is unlikely to bring the area back to a pristine finish.

2. Some specifications required by the client or manufacturer may stipulate a particular level of preparations that involve techniques such as abrasive blast cleaning, these methods are extremely time consuming and will require extensive clean-up operations, FBS Construction cannot guarantee that all spent abrasives will be collected if spilt in areas unpractical to do so or if distributed by winds.

iv. Paint Overspray Issues

1. These works can involve spray painting cladding at a high velocity and FBS Construction ask that the client make good preparations and show due diligence around preparing the surrounding areas in regards to informing any neighboring businesses and or private dwellings to move any vehicles or other high value property within the immediate vicinity of the working area for the complete duration of works, this is to prevent any over spray contamination that can damage to surrounding properties, public property in general or vehicles. FBS Construction will do all they can to ensure they keep any mists to a minimum, but will not accept any liability for any damages caused by over spray or contamination if:

a. there is no evidence that the relevant preparations have been made by the client or end client, if any party has neglected their duties, in not removing property from in or around the working area, if any party has placed their property in or around the working area once works are underway.

3. We reserve the right to either change the method of paint application or temporarily suspend works pending a more suitable weather window, this is if we feel that the site conditions will compromise the quality of works or present a risk of causing damage to surrounding properties or vehicles. If the client wishes for us to continue such works after consultation and against our advice, then works will only re-commence upon the client signing a disclaimer accepting full liability for any potential damages and accepting that the quality of works may be compromised.

v. Coating Application

1. The application of the coatings will be undertaken on the understanding that as much as FBS Construction will complete the works to the best of their ability, that they are unable to control environmental factors such as the weather or fall out caused by other trades. This may cause small imperfections to finish such as drips, sags, dust, rough spots and orange peel to the coating film once fully cured.

2. We ask that all areas which are to be coated, are free from any obstructions (fixed or temporary) to ensure a consistent application of the coatings, if any areas that are missed due to any obstructions, such as fixed scaffolding then any patch repairs to cover such misses may be visually apparent from

the existing substrate, any works to remediate misses due to obstructions will be completed as additional works at the full cost of the client.

vi. Panel Repairs

1. All panel repairs and the making good of redundant fixing holes by filler are completed on the understanding that FBS Construction are unable to perfectly replicate any finishes such as leather grain, embossed and the like. We therefore announce that such repairs may still be visible from a distance of three meters or more, along with any damages which are bigger than 9" in diameter, these are deemed as severe, depending on the type of panel FBS Construction may suggest panel or sheet replacement.

vii. Colour & Coating Finishes

1. We can only guarantee a colour match of up to 80% if spraying any areas that are required to match any existing elevations or areas. Some shades such as silver may also appear a darker or lighter shade under sunlight or if viewing from various angles. The spray technician will always make his judgment on the panel face on at a distance of three meters, this is the industry standard. Some textures may also appear different if we apply layers of paint over the substrate and we cannot be held liable for any differences in appearance.

2. The client is responsible for providing the exact colour information, should our operatives attend site with the wrong shade of paint due to lack of information or incorrect information, then the client will be liable for the cost of any return visits. We can only act on the information provided and we will require full details such as panel type and manufacturer, the shade of the panel and any gloss levels, in the event that this is not available then the client must provide the exact samples to be colour matched in advance.

3. As a spraying company we prefer not to complete any large vertical areas of works from scaffolding or MEWPS with small baskets, doing so can cause dry lines due to not having a consistent layer of coats end to end, also due to not having sufficient viewing angles there could be a variance in shading, therefore we will not be held liable for any dry lines or variance in shading that appear once works have been completed or after any scaffolding has been struck, this is regardless of which party has supplied the access equipment. We will always prefer access equipment that allows us to have full coverage of the spray area, should access not permit our ideal method of access and application the client will need to accept that the finish may be compromised, further consultation will always be available from FBS Construction and our paint manufacturers.

4. The majority of liquid roof coatings systems are designed to protect the roof materials from weathering and to prevent corrosion, the systems are designed and manufactured with watertight properties, however the application is not designed to stop any existing or prevent any potential water ingress to existing roofs and FBS Construction cannot be held liable for any leaks on the roof which manifest after any works have been completed.

5. The client is to be aware that there may be potential underlying issues with any existing roofs, these may have been made dormant due to a build-up of dirt or sediment concealing the issues. Due to foot traffic and thorough cleaning of the roof surfaces during works, these issues may present themselves or may not initially be seen by our operatives at the time. However, as a good will gesture FBS Construction will allow a 30-day liability period which will commence from the day of successful completion, any return visits after sign off will be subject to an investigation / report and could be liable to a standard service charge dependent on the following:

a. Should the findings of the inspections conclude that the water ingress be a defect caused by FBS Construction, then full liability will be admitted, and any remedial works carried out free of issue,

b. or should the report conclude that the water ingress is not as a direct result of the works carried out by FBS Construction the client will occur a call out charge, additional costs will be submitted to remediate the defects, which will only then be undertaken on agreement and further instruction. In order to prevent any foreseen payment disputes in paying for such defects pro-forma payment may be requested.

6. We recommend that a full in-depth roof survey and a detailed schedule of condition be carried out to the roof area by a qualified independent third party prior to the works commencing, this is to ensure that any potential issues are raised, recorded and a full relevant scope of works are produced in advance.

b. Roof working in General

i. FBS Construction will generally look to provide site attendances specific to our works when working on commercial roofs, this will include safe systems such as fixed scaffolding, edge protection, safety netting and the appropriate plant, when working with cement fibre roofs it is good practice to supply crawl boards to distribute weight and prevent the roof sheets from any potential damage, where the roof is deemed as man safe FBS Construction may not always provide costs for the boards unless specifically requested by the client.

ii. On projects when working with cement fibre roof sheets and although FBS Construction will carry out the works with absolute care, we cannot be held liable for any small cracks or general damage to the sheets caused by general foot traffic.

5. Guarantees & Aftercare

a. Product specific guarantees will be offered with any proposals at tender stage, these will be issued to FBS Construction on successful installation and sign off by the manufacturer's representative. FBS Construction are able to provide evidence that works have been covered by the guarantee but will only issue complete final documentation on full settlement of the projects account.

b. Single point, insurance backed guarantees and performance bonds are generally available, but will need to be requested in advance.

c. Guarantees can be either product or project specific and durations of cover may vary depending on manufacturer, although FBS Construction will generally endeavour to provide literature in advance, we assume that at the time of placing a works order or instruction that the client has accepted the full terms covered by each warranty covering the said works.

d. The client is to be aware that with any guarantee / warranty provided by FBS Construction or the manufacturer there will be a level of competent recorded maintenance that must be maintained throughout the covered duration, such as cleaning and bird control, this will be at the cost and liability of others.

e. After any successful installation of works and guarantees have been provided, FBS Construction will not accept liability for any issues that are raised outside of our control this

may include but is not limited to animal attack, structural movement and foot traffic from maintenance.

6. Defects & Damages

- a. FBS Construction will rectify at its own cost any defects or faults which appear and are notified by the client in writing within 12 (twelve) months of completion of the works and are due to defective workmanship by FBS Construction or defective materials supplied. All reported defects will be investigated in detail and all flawed workmanship or materials will be processed as part of our non-conformity process, ensuring all internal quality control measures are in place for continued improvement.
- b. FBS Construction will not be liable for defects in any materials or due to the unsuitability of any materials where the materials were chosen by the client.
- c. If FBS Construction or its sub-contractors are responsible for designing the works or any part of them, they will not be liable for defects, faults or inadequacy of the design caused by the client's failure to give timely adequate or accurate information about the site and/or the client's requirements.
- d. FBS Construction will take reasonable care to specify and supply materials of adequate quality and to complete the works in a good and workmanlike manner but will not be liable for any consequential loss or damage suffered by the client however arising. In particular, due to the nature of some works, it is impossible to guarantee that the site or the property will at all times during the works be wind and water tight and or protected from the elements.
- e. FBS Construction will not be liable for damage caused to roads, driveways or landscaping at the site or any third party's premises caused by the use of the clients or suppliers' vehicles or caused to any part of the site by vibration, dust or other incidental effects of carrying out the works.

7. Insurances

- a. Both FBS Construction and the client will arrange and keep in force insurance sufficient to cover their respective risks and liabilities in respect of all damage and injuries to property and persons on site from the commencement of the works.
- b. The existing structures, buildings and their contents, the works and all materials on the site will be at the risk of the client as regards theft and malicious damage as well as loss or damage by reason of fire, lightning, explosion, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, earthquake, aircraft and other aerial devices or articles dropped there from, riot, civil commotion and other risks normally insured against by owners or occupiers of property.
- c. Without limiting the above, although FBS Construction will take reasonable care to prevent damage by rain, wind, etc, FBS Construction will not be liable for any loss or damage caused by any such risk.
- d. FBS Construction liability for death or personal injury to any individual caused by negligence or its contractors or agents is limited to 10 million pounds sterling.
- e. Without prejudice to the above, the maximum liability of FBS Construction for all other events shall not exceed the contract price.

8. International Work

- a. Fees that include foreign fieldwork costs are based on the exchange rates prevailing between sterling and the currencies of the applicable countries on the specified date. FBS Construction reserves the right to adjust the final fee in line with any rate fluctuations during the course of the project.
- b. The client must advise in good time of any additional training or certification that may be required in order to perform our services in any particular country overseas, any costs incurred in order to obtain accreditations over and above our UK standards will be charged to the client in advance.
- c. For all international works FBS Construction will require full payment in advance.

9. General

- a. Except in respect of death or personal injury, FBS Construction shall not be liable to the client by reason of any representation (unless fraudulent), or any term (express or implied) of our agreement for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims which arise out of, or in connection with the project.
- b. These terms, together with a quotation and purchase order / written instruction, constitute the entire agreement between FBS Construction and the client, supersede any previous agreements or understandings and all other terms, express or implied by statute or otherwise are excluded to the fullest extent permitted by law.
- c. English law governs the agreement between FBS Construction and the client agrees to submit to the non-exclusive jurisdiction of the English courts.
- d. A notice required to be served on either of us under these terms shall be in writing addressed to the other at its registered office or principal place of business or such other address as may have been notified to the party giving notice pursuant to this term.
- e. No failure or delay by us to exercise any of our rights under the agreement shall be deemed to be a waiver of that right, and no waiver of any breach of the agreement shall be considered as a waiver of any subsequent breach of the same or any other provision.
- f. If any provision of these terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of these terms and the remainder of the provision in question shall not be affected.

10. Copyright & Confidentiality

- a. The copyright and all other intellectual property rights whatsoever in any work produced by us for you during the project including (without limitation) our proposal and any other materials whether (without limitation) vested, contingent or future shall belong to us absolutely at all times.
- b. You warrant that any material or information supplied by you and its use by us, will not infringe the copyright or other intellectual property rights of any third party, and you will indemnify us against any loss, damages, costs, expenses or other claims arising from any such infringement.
- c. FBS Construction undertakes to keep confidential and not disclose to any other person (except in the proper performance of duties) either during or after the termination of this contract any information whatsoever relating to your business or any trade secrets or make use of the same in any manner which might be prejudicial to your interests.
- d. You undertake to keep confidential and not disclose to any other person either during or after the termination of this contract any information whatsoever relating to our business, any proposals, methodologies or other information supplied by us during or before the project, or make use of the same in any manner which might be prejudicial to our interests.
- e. All data that is received via the client and is administered by FBS Construction will be processed, stored and distributed in full compliance with our enhanced legal and regulatory obligations under the General Data Protection Regulation (GDPR), our data protection policies are available on request.

11. Agreement

- a. The client warrants that he or his advisers understand these Terms and Conditions and that he agrees that by permitting FBS Construction to enter into the site and start upon the works the subject of the Quotation, he irrevocably agrees that only these Terms & Conditions shall apply and shall represent the entire agreement between the parties.